

CITY OF FAIRFIELD

RESOLUTION NO. 2016 - 76

**RESOLUTION OF THE CITY COUNCIL APPROVING THE SPECIFICATIONS,
REJECTING THE BID FROM PACIFIC COAST LANDSCAPE & DESIGN, AND
AWARDING A CONTRACT TO DOMINGUEZ LANDSCAPE SERVICES, INC. FOR
THE LANDSCAPE MAINTENANCE OF VARIOUS NEIGHBORHOOD PARKS**

WHEREAS, the bid opening for Landscape Maintenance for the Various Neighborhood Parks took place on October 20, 2015; and

WHEREAS, the bid from the apparent low bidder Pacific Coast Landscape & Design, Inc. has been withdrawn; and

WHEREAS, Dominguez Landscape Services, Inc. is the second lowest bidder, and

WHEREAS, and examination of Dominguez Landscape Services and their bid has found them to be responsive and responsible.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The specifications for the Landscape Maintenance of Various Neighborhood Parks are hereby approved.

Section 2. The City Manager is authorized and directed to enter into a contract with Dominguez Landscape Services, Inc. in the amount of \$393,228.96.

Section 3. The City Manager is authorized to implement the above-mentioned contract.

PASSED AND ADOPTED this 19th day of April, 2016, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/VACCARO

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: May

ABSTAIN: COUNCILMEMBERS: NONE

Norm F. Price
MAYOR

ATTEST:

Karen L. Rees
CITY CLERK
pw

LANDSCAPE MAINTENANCE AGREEMENT

THIS LANDSCAPE MAINTENANCE AGREEMENT (hereinafter referred to as the "Agreement"), dated April 19, 2016, by and between CITY OF FAIRFIELD, party of the first part, (hereinafter called the "CITY"), and DOMINGUEZ LANDSCAPE SERVICES, INC., party of the second part, (hereinafter called the "CONTRACTOR").

RECITALS:

WHEREAS, the CITY is the owner of real properties in the city known as

LANDSCAPE MAINTENANCE OF VARIOUS NEIGHBORHOOD PARKS

(hereinafter referred to as the "Property") made a part of this Agreement by reference; and

Whereas, the CITY and CONTRACTOR have agreed that CONTRACTOR shall be responsible for the actual maintenance of certain (the "Improvements"), to wit, the landscaping, and the costs therefore shall be paid to CONTRACTOR by the CITY, and that all other costs shall be paid by the CITY directly.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

I. Purpose. The purpose of this Agreement is to assure continued maintenance and care of the Improvements installed in accordance with the plans previously approved by the CITY.

2. Properties Subject to Agreement. The properties as herein referred to, includes the areas outlined on plans available for review at City Hall.

2.1 Scope of Work. CONTRACTOR hereby agrees to furnish all of the materials, equipment and labor necessary and to perform all of the work described in the specifications all in accordance with the requirements and provisions of the following documents which are hereby made a part of this Agreement:

- | | | |
|-----|---|---------------------------|
| (a) | Specifications for Landscape Maintenance dated | <u>September 23, 2015</u> |
| (b) | The accepted bid dated | <u>October 20, 2015</u> |
| (c) | Instructions to bidders, | <u>September 23, 2015</u> |
| (d) | City of Fairfield Standard Specifications and details dated | <u>January 1988</u> |
| (e) | Performance Bond dated | <u>May 25, 2016</u> |
| (f) | Labor and Materials Bond dated | <u>May 25, 2016</u> |

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

3. Duty to Maintain Improvements. CONTRACTOR agrees to diligently maintain and care for the covered Improvements, using generally accepted methods for cultivation and watering in accordance with the standard of care and maintenance set forth in the "Special Provisions" hereto. The intent of such standard of care and maintenance is to provide for the life, growth, health and beauty of landscaping including cultivation, irrigation, trimming, spraying, fertilizing or treating for disease or injury to maintain the landscaping in a healthy, thriving, weed free condition, and to prevent it from deteriorating to the extent that its value as landscaping is reduced or destroyed.

4. Payment of Maintenance Costs. CONTRACTOR and the CITY agree that commencing January 1, 2016, the CITY will pay CONTRACTOR the Contract Sum plus any approved extras for maintaining the covered Improvements ("Covered Maintenance Cost", as defined below). On the tenth day of each month, CONTRACTOR shall deliver to the CITY a billing for the Covered Maintenance Costs incurred by CONTRACTOR for the previous month, together with supporting documentation therefore, and such costs shall be paid to CONTRACTOR within thirty (30) days of receipt of said invoice. As used herein, the term "Covered Maintenance Costs" shall mean the Contract Sums as bid by the CONTRACTOR and other costs and expenses approved by the CITY as Extra Work associated with the care and maintenance of the Covered Improvements hereto.

4.1 Contract Sum. The CONTRACTOR will accept, in full payment and compensation for the furnishing of said labor and materials, etc., as aforesaid, and doing all of the work contemplated and embraced in this Agreement, also for all loss or damage arising out of the nature of the work to be done under this Agreement, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the progress of said work during the twenty-four month Maintenance Period, for the sums not to exceed as follows:

**LANDSCAPE MAINTENANCE
OF
VARIOUS NEIGHBORHOOD PARKS**

BASE BID

Item No.	Item of Work	Unit	Quantity	Unit Price	Total Price
1.	Landscape Maintenance (Dover Park)	Month	24	\$1,699.91	\$40,797.84
2.	Landscape Maintenance (Dunnell Nature Park)	Month	24	\$1,099.94	\$26,398.56
3.	Landscape Maintenance (Gary Falati Park)	Month	24	\$1,399.93	\$33,598.32
4.	Landscape Maintenance (Hillview Park)	Month	24	\$1,099.94	\$26,398.56
5.	Landscape Maintenance (Lee Bell Park)	Month	24	\$1,399.93	\$33,598.32
6.	Landscape Maintenance (Mankas Park)	Month	24	\$1,239.94	\$29,758.56
7.	Landscape Maintenance (Meadow Park)	Month	24	\$859.96	\$20,639.04
8.	Landscape Maintenance (Dover Bike Trail)	Month	24	\$719.97	\$17,279.28
9.	Landscape Maintenance (Meadow Glen Park)	Month	24	\$399.98	\$9,599.52
10.	Landscape Maintenance (Rolling Hills Park)	Month	24	\$619.97	\$14,879.28
11.	Landscape Maintenance (Sunrise Park)	Month	24	\$1,359.93	\$32,638.32
12.	Landscape Maintenance (Camrose Bike Trail)	Month	24	\$151.99	\$3,647.76
13.	Landscape Maintenance (Tabor Park)	Month	24	\$1,259.94	\$30,238.56
14.	Landscape Maintenance (Tolenas Park)	Month	24	\$799.96	\$19,199.04
15.	Landscape Maintenance (Tot Lot (Kentucky))	Month	24	\$40.93	\$982.32
16.	Landscape Maintenance (Tot Lot (Utah))	Month	24	\$32.08	\$769.92
17.	Landscape Maintenance (Veterans Park)	Month	24	\$999.95	\$23,998.80
18.	Landscape Maintenance (Waterman Blvd & Hilborn Rd)	Month	24	\$100.00	\$2,400.00
19.	Landscape Maintenance (Woodcreek Park)	Month	24	\$1,100.29	\$26,406.96
TOTAL BID:					\$393,228.96

or, if such maintenance cannot be reasonably completed within such fourteen (14) day period, then CONTRACTOR shall contact the Public Works Director to obtain such additional time as is necessary. If additional time is obtained, CONTRACTOR shall immediately undertake necessary steps to perform said maintenance and shall diligently pursue the duties to completion within the time period agreed to by the Public Works Director. If CONTRACTOR fails to perform the required duties within the time period(s) specified by this paragraph, the CITY may enter upon the area for which proper notice has been served and perform such work as it considers reasonably necessary and proper to restore and/or maintain the landscaping. The CITY may act either through its own employees or through an independent contractor. The cost of such work shall be deducted from the amount owned to CONTRACTOR.

6.2 Continuing Default. CONTRACTOR agrees that in the event CONTRACTOR should default in the performance of the duties specified in Paragraph 3 herein for a continuous period of fourteen (14) days from Notice thereof to CONTRACTOR by the CITY and no additional time to cure such default has been given CONTRACTOR by the CITY, the CITY may elect to terminate this Agreement by serving written notice to CONTRACTOR of such termination and upon such termination, all maintenance of the Improvements shall be performed by or under the direction of the CITY.

6.3 Any contractor in default of previous contracts with the City of Fairfield within the last three years will not be allowed to enter a bid for this contract without approval of the City Engineer prior to bid opening.

7. Option to Renew. By mutual agreement, the CITY and the CONTRACTOR may enter into an agreement for extension of this Agreement for a period of an additional twenty four (24) months upon the same terms and conditions set forth herein with an negotiated adjustment not to exceed the October CPI, of the current contract year, for the San Francisco/Bay Area Urban Wage Earner. No more than two extensions will be granted of this Agreement. New work would be added at a cost increase agreed to by the Contractor and the City prior to beginning the work.

8. Hold Harmless Agreement. CONTRACTOR will indemnify, hold harmless, and assume defense of, in any actions of law or in equity, the CITY, its officers, employees, agents, and elective and appointive boards from all claims, losses, damage, including property damage, personal injury, including death, and liability of every kind, nature and description, directly, or indirectly, arising from the operations of CONTRACTOR, any subcontractor, or of any person directly or indirectly employed by, or acting as agent for CONTRACTOR, his subcontractor, in connection with the work to be performed under this Agreement, but not including the sole or active negligence or willful misconduct of the CITY. Subject to any applicable statutes of limitations, this indemnification shall extend to claims, losses, damage, injury, and liability for injuries occurring after completion of the aforesaid operations as well as during the work's progress. Acceptance of insurance certificates required under this Agreement does not relieve CONTRACTOR from liability under this indemnity and hold harmless clause. This indemnity and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of CONTRACTOR's, or any subcontractor's operations regardless of whether or not such

insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

9. Contractor's Insurance. CONTRACTOR shall not commence work under this Agreement or permit his subcontractor to commence work there under until CONTRACTOR shall have obtained or caused to be obtained all insurance required under this paragraph and such insurance shall have been approved by the City Attorney as to form, amount, and carrier. CONTRACTOR shall not allow any subcontractor to commence work on his subcontract until all insurance required of the CONTRACTOR or subcontractor shall have been so obtained and approved. Said insurance shall be maintained in force and effect during the performance of work under this Agreement. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements, and shall specifically bind the insurance carrier.

(a). Workers' Compensation Insurance: CONTRACTOR shall obtain and maintain (or cause to be obtained and maintained) workers' compensation insurance for all CONTRACTOR's employees employed to maintain the Improvements. Proof of a qualified self-insurance program is acceptable. CONTRACTOR shall require any contractor or subcontractor similarly to provide workers' compensation insurance for all CONTRACTOR's or subcontractor's employees, unless such employees are covered by the protection afforded to CONTRACTOR. In case any class of employees engaged in work under this Agreement on the Properties is not protected under any workers' compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR hereby agrees to indemnify CITY for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance. CONTRACTOR shall provide the Public Works Director with a certificate of insurance indicating workers' compensation coverage prior to engaging in any activity required by this Agreement.

(b). Liability Insurance: CONTRACTOR shall obtain and keep in full force and effect during the term of this Agreement broad form property damage, personal injury, automobile, employers', and comprehensive form liability insurance in the amount of \$3,000,000 per occurrence provided: (1) that the CITY, its officers, agents, and employees shall be added as insureds under the policy; (2) that the policy shall stipulate that this insurance will operate as primary insurance as it relates to any insurance carried by the City; and (3) no other insurance effected by the CITY will be called upon to cover a loss covered thereunder. In the event that any of the aforesaid insurance policies provided for in this Paragraph 9 insures any entity, persons, boards, or commissions other than those mentioned in this paragraph, such policy shall contain a standard form of cross-liability endorsement, insuring on such policy CITY, its elective and appointive boards, commissions, officers, agents, and employees, CONTRACTOR and any subcontractor performing work covered by this Agreement.

10. Certificates of Insurance. CONTRACTOR shall file with CITY's Public Works Director upon the execution of this Agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement, without thirty (30) days written notice to the Public Works Director prior to the effective date of such cancellation, or change in coverage.

15. Miscellaneous Terms and Provisions.

- (a) If any of this Agreement is adjudged invalid, the remaining provisions of it are not affected.
- (b) Notice to Contractor shall be considered to have been given to CONTRACTOR when sent to the address as stated above.
- (c) This writing contains a full, final, and exclusive statement of the Contract of the parties.
- (d) By executing this Agreement, CONTRACTOR authorizes and grants to the CITY or anyone acting on the CITY's behalf permission to enter upon the Properties subject to this Agreement to perform inspections and/or to perform any work authorized by this Agreement in the event of default by CONTRACTOR.

16. Local Employment Policy. "The City of Fairfield desires wherever possible, to hire qualified local residents to work on City projects. Local resident is defined as a person who resides in Solano County.

The CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers.

When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, City of residence, and ethnic origin."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth opposite their respective signatures.

ATTEST:

CITY OF FAIRFIELD

By: 

City Clerk

By: 

City Manager

COM

Dominguez Landscape Services Inc

CONTRACTOR

By: 

President

Title

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to _____

Dominguez Landscape Services, Inc.

8376 Rovana Circle Sacramento, CA 95828

(Name and address of Contractor)

("Contractor") a contract (the "Contract") for the work described as follows:

LANDSCAPE MAINTENANCE OF VARIOUS NEIGHBORHOOD PARKS

WHEREAS, Contractor is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

American Contractors Indemnity Company

601 S. Figueroa Street Suite 1600 Los Angeles, CA 90017

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of _____

Three Hundred Ninety Three Thousand Two Hundred Twenty Eight and 96/100*

Dollars (\$ 393,228.96*), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Contractor's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

*COVERAGE UNDER THIS BOND SHALL COMMENCE ON MAY 1, 2016 AND SHALL CEASE ON APRIL 30, 2017.
COVERAGE MAY BE EXTENDED FOR ADDITIONAL PERIODS OF TWO YEARS THROUGH ISSUANCE OF A CONTINUATION CERTIFICATE OR REPLACEMENT BONDS BY THE SURETY**

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. City is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: May 25, 2016

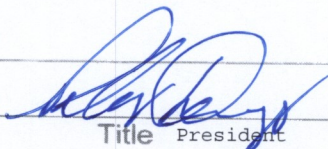
"Contractor"

"Surety"

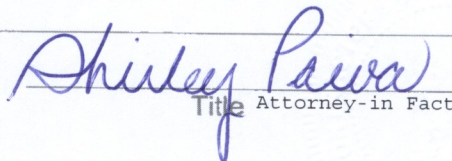
Dominguez Landscape Services, Inc.

American Contractors Indemnity Company

By:


Title President

By:


Title Attorney-in Fact

By:

Title

By:

Title

(Seal)

(Seal)

Note: This bond must be executed and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

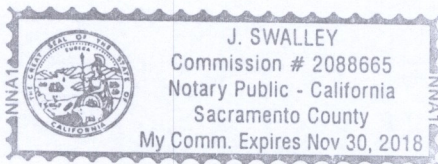
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sacramento)
On 5-25-16 before me, J. Swalley, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Shirley Paiva
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature J. Swalley
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to _____

Dominguez Landscape Services, Inc.

8376 Rovana Circle Sacramento, CA 95828

(Name and address of Contractor)

("Contractor"), a contract (the "Contract") for the work described as follows:

LANDSCAPE MAINTENANCE OF VARIOUS NEIGHBORHOOD PARKS

WHEREAS, Contractor is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

American Contractors Indemnity Company

601 S. Figueroa Street Suite 1600 Los Angeles, CA 90017

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of _____

Three Hundred Ninety Three Thousand Two Hundred Twenty Eight and 96/100*

Dollars (\$ 393,228.96*), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

*COVERAGE UNDER THIS BOND SHALL COMMENCE ON MAY 1, 2016 AND SHALL CEASE ON APRIL 30, 2017.

COVERAGE MAY BE EXTENDED FOR ADDITIONAL PERIODS OF TWO YEARS THROUGH ISSUANCE OF A CONTINUATION CERTIFICATE OR REPLACEMENT BONDS BY THE SURETY.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: May 25, 2016

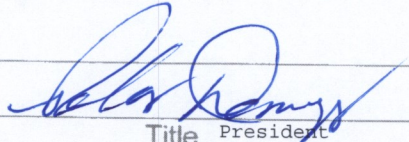
"Contractor"

"Surety"

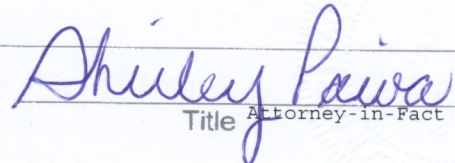
Dominguez Landscape Services, Inc.

American Contractors Indemnity Company

By:


Title President

By:


Title Attorney-in-Fact

By:

Title

By:

Title

(Seal)

(Seal)

Note: This bond must be executed and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA ALL-PURPOSE-ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the trustfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____
Date Here Insert Name and Title of the Officer

Personally appeared _____
Name(s) of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgment to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer _____ Is _____ Representing: _____

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer _____ Is _____ Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

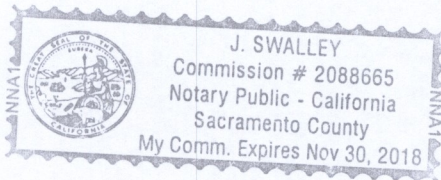
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sacramento)
On 5-25-16 before me, J. Swalley, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Shirley Paiva
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Shirley Paiva of Sacramento, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Three Million***** Dollars (\$ **3,000,000.00**).

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

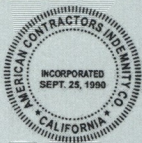
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

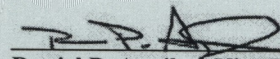
IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:


Daniel P. Aguilar, Vice President

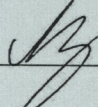
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

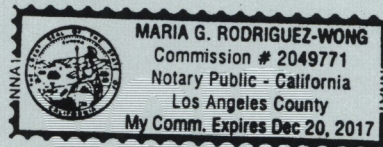
State of California

County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature  (Seal)

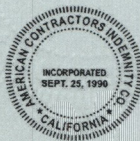


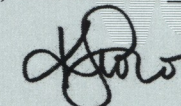
I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 25th day of May, 2016

Corporate Seals

Bond No. 1001067433
Agency No. 2011




Kio Lo, Assistant Secretary

Project Information

FORM

Form Type: PWC-100 Project Award Date: 6/15/2016

AWARDING BODY INFORMATION

Name: City of Fairfield Primary Contact: Peri Dean
Address: 1000 Webster Street Primary Email: pdean@fairfield.ca.gov
Fairfield, CA 94533 Work Phone: 7074287089

PROJECT INFORMATION

Project Name: Landscape Maintenance of Various Parks Project #: 713
Brief Description: Maintenance of Parks Contract #: 713
Contract Amount: \$393228.96 Number of Prime Contractors: 1
Total Project Cost: \$393228.96
Alternative Model: None Apply
Description of Location: Various Neighborhood Parks County: SOLANO

Project Information 2

PWC-100

Project Name: Landscape Maintenance of Various Parks Project #: 713 Contract #: 713 Status: New Submission

PROJECT INFORMATION

Project Dates

First Advertised Bid: 9/23/2015 Estimated or Actual Start: 6/15/2016
Estimated or Actual Completion: 6/15/2018

Propositions

Will this project receive (or has it received) any funding from Proposition 84 (The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006)? No
Will this project receive (or has it received) any funding from Proposition 39 (California Clean Energy Jobs Act of 2012)? No

Compliance and Agreements:

Is language included in the Contract Award to effectuate the requirements of Section 1771, 1774 - 1776, 1777.5, 1813 and 1815 of the Labor Code? Yes
Will you operate a DIR-Approved Labor Compliance Program (LCP) for this project? Yes
Is there a Project Labor Agreement (PLA) associated with this project? No

Contractor Information

Project Manager

Email Address Name Title Work Phone
rvasquez@fairfield.ca.gov Richard Vasquez Landscape Manager 707-428-7407

General Contractor1

CSLB/Certificate Number	NAME	Address	Email	Classification
560128	DOMINGUEZ LANDSCAPE SERVICES INC	8376 ROVANA CIRCLE SACRAMENTO, CA 95828	dls@dominguezlandscape.net	LABORERS



SERVICES INC.

October 20, 2015

Robert Dominguez
Dominguez Landscape Services, Inc.
8376 Rovana Circle
Sacramento, CA 95828

City of Fairfield
1000 Webster Street
Fairfield, Ca 94533

To Whom It May Concern:

Attached is our bid proposal for Landscape Maintenance of Various Neighborhood Parks for the City of Fairfield. Dominguez Landscape Services, Incorporated has been in the landscape and maintenance business throughout the central valley for the past 32 years. We provide maintenance services for public and private sectors and maintain large-scaled operations as well as landscape construction services throughout the Sacramento area and beyond. Attached is our executive summary which outlines the company's business background as well as tier of landscape services we provide.

This bid proposal warrants that all requirements of the Various Neighborhood Parks in the project specifications have been acknowledged receipt of and thoroughly reviewed, and we have conducted all due diligence necessary to confirm material facts on which this proposal is based.

All items contained within this bid proposal packet are true and correct, including the proposed bid pricing.

Thank you for giving us this opportunity. We look forward to hearing from you.

Sincerely,

Robert Dominguez
President
Dominguez Landscape Services, Inc.
(916) 381-8855
(916) 381-4796 fax
dls@dominguezlandscape.net

Main Office: 8376 Rovana Circle, Sacramento, CA 95828 * (916) 381-8855 * 1 (800) 479-0222 * Fax (916) 381-4796

Vacaville Branch: 2140 Beechcraft Road, Suite 300, Vacaville, CA 95688 * (707) 448-8010 * Fax (707) 448-8034

Email: dls@dominguezlandscape.net

Mailing Address: PO Box 292727, Sacramento, CA 95829

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State Contractor's License # 560128

CITY OF FAIRFIELD
STATE OF CALIFORNIA

**LANDSCAPE MAINTENANCE OF
VARIOUS NEIGHBORHOOD PARKS & ROADSIDES**

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the work, that he has examined the specifications and all contract documents, and hereby agrees to furnish all materials, labor, equipment, and perform all the work in accordance with said specifications and contract documents, **a period of approximately twenty four (24) months** from the date of the Notice to Proceed (anticipated to be January 1, 2016).

The undersigned further agrees that, upon written acceptance of this bid, he will within FIFTEEN (15) days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed.

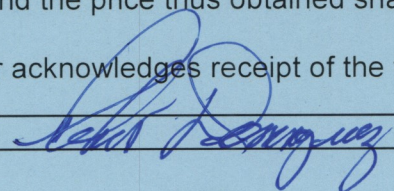
Bids will be submitted for the entire work. Contract will be awarded on lowest base bid only.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work a unit price and a total price for the item, and for each lump sum item a total price for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth in the "Total Price" column shall be an extension of the unit price bid on the basis of the quantity for this item.

In case of discrepancy between the unit price and the total price set forth for a unit basis item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total Price" column, then the amount set forth in the "Total Price" column for the item shall prevail and shall be divided by the quantity for the item and the price thus obtained shall be the unit price.

Bidder acknowledges receipt of the following addenda:





**LANDSCAPE MAINTENANCE
OF
VARIOUS NEIGHBORHOOD PARKS**

BASE BID

Item No.	Item of Work	Unit	Quantity	Unit Price	Total Price	
1.	Landscape Maintenance (Dover Park)	Month	24	1,699.91	40,797.87	40,797.84
2.	Landscape Maintenance (Dunnell Nature Park)	Month	24	1,099.99	26,398.61	26,398.56
3.	Landscape Maintenance (Gary Falati Park)	Month	24	1,399.93	33,598.37	33,598.32
4.	Landscape Maintenance (Hillview Park)	Month	24	1,099.94	26,398.61	26,398.56
5.	Landscape Maintenance (Lee Bell Park)	Month	24	1,399.93	35,598.37	33,598.32
6.	Landscape Maintenance (Mankas Park)	Month	24	1,239.94	29,758.50	29,758.56
7.	Landscape Maintenance (Meadow Park)	Month	24	859.96	20,639.06	20,639.04
8.	Landscape Maintenance (Dover Bike Trail)	Month	24	719.97	17,279.17	17,279.28
9.	Landscape Maintenance (Meadow Glen Park)	Month	24	399.98	9,599.42	9,599.52
10.	Landscape Maintenance (Rolling Hills Park)	Month	24	619.97	14,879.25	14,879.28
11.	Landscape Maintenance (Sunrise Park)	Month	24	1,359.93	32,638.40	32,638.32
12.	Landscape Maintenance (Camrose Bike Trail)	Month	24	151.99	3,647.72	3,647.76
13.	Landscape Maintenance (Tabor Park)	Month	24	1,259.94	30,238.48	30,238.56
14.	Landscape Maintenance (Tolenas Park)	Month	24	799.96	19,199.11	19,199.04
15.	Landscape Maintenance (Tot Lot (Kentucky))	Month	24	40.93	982.25	982.25
16.	Landscape Maintenance (Tot Lot (Utah))	Month	24	32.08	769.91	769.92
17.	Landscape Maintenance (Veterans Park)	Month	24	999.95	23,998.69	23,998.80
18.	Landscape Maintenance (Waterman Blvd & Hilborn Rd)	Month	24	100.00	2399.92	2400
19.	Landscape Maintenance (Woodcreek Park)	Month	24	1100.29	26,407.00	26,406.96
TOTAL BID:				393,228.72		393,228.96

Note: Contractor shall bid on all Base Bid Items. The basis of award shall be based of the Base Bid. Failure to bid on all items will be cause to reject contractor's bid.

REQUIRED INFORMATION

On occasion, the City of Fairfield may ask the contractor to perform work in addition to the regular duties. Prospective bidders are required to provide the following information, which will remain firm for the term of the contract:

METHOD OF PRICING IRRIGATION PARTS: _____.

Cost in addition to 40% Markup

EXTRA/EMERGENCY WORK, HOURLY RATE FOR ONE WORKER: _____.

Emergency work Hourley rate is \$42.50.

Prior to repairing any leaking irrigation pipe or sprinklers or performing any extra work that may be needed; the contractor will provide a job estimate outlining the scope of work to be performed. Said work will be approved by the Landscape Maintenance Manager (LMM) prior to beginning work.

Extra work may include activities beyond the frequencies of maintenance as described in the Specifications. The LLM will request a proposal to perform such activities.

STATEMENT OF EXPERIENCE

Indicate below, or on a separate sheet, at least three (3) references from accounts similar in size. Be sure to include for each reference: an account name, contact person, telephone number, and how long you have had the account. The contractor must have five (5) years of experience performing similar work on large-scale maintenance contracts. Lack of experience and good references are grounds to reject bids.

1. Account Name: City of Rocklin Landscape Maintenance
Address: 4081 Alvis Ct Rocklin CA 95677
Contract Person/Title: Shawn Darling
Phone Number: (916) 625-5282
Number of years servicing this account: 10 years
2. Account Name: City of Vacaville Landscape Maintenance
Address: 1001 Alison Dr, Vacaville CA 95861
Contract Person/Title: Steve Little
Phone Number: (707) 469-6150
Number of years servicing this account: 12 years
3. Account Name: City of Woodland
Address: 655 N. Pioneer Ave Woodland CA 95776
Contract Person/Title: Robert Sanders
Phone Number: (530) 661-5959
Number of years servicing this account: 6 years

Note: Failure to comply with this section and background check can be grounds for rejecting bid.

PROPOSAL QUESTIONNAIRE*

Contractor will be **disqualified** if the questions are not answered.
Use additional sheets of paper to answer any of the questions.

1. How many years has your company been in the business of providing landscaping services, and what geographical areas does your firm provide landscaping service to?

Please find attached.

2. Describe the type(s) of safety training your employees and the Quality Assurance Program that is directly related to the performance of the landscaping services requested.

See attached.

3. What is the current number of employees working for your firm, will you be hiring to perform this work, will this contract spread your work force and resources thin?

Please see employees list attached.

4. Provide a standard detail worksheet assignment for an average day dealing with multiple sites without compromising the maintenance.

Please see Exhibit A

5. How many field crews does your firm intend to assign to each site, each day and how do you plan to meet the City's contract for completing all work that is required?

Mowing Crew (Regular Landscape Maintenance)

Cleaning Crew (Trash pickup, litter, BBA)

Irrigation Crew (check all Irrigation)

Spraying Crew (pesticides & chemicals)

Pruning crew (Pruning trees, shrubs & Ground cover)

6. Describe on a separate sheet of paper your firm's work plan for each of the locations. The work plan shall include manpower, equipment, and time spent per day/week/month or as described in the contract, supervision, irrigation tech, and any specifics per the City's specification. Failure for the contractor to have proper manpower and resources will disqualify the bidder. The Landscape Maintenance Manager (LMM) has ultimate say, if proper resources are available by the contractor to meet the expectations of the contract by reviewing your work plans before the contract is awarded. In all cases, if the LMM determines that the contractor has not met the requirements, the contractor will not be awarded the contract or after the contract is awarded the contractor can be placed in default. It is the upmost importance that the contractor has significant amounts of manpower, resources, and materials to meet every level of this contract and comply fully with the seasonal, monthly, weekly and daily task. There will be no exceptions, and no excuses.

See attached

7. Indicate below the name of the person who will be responsible for administering the contract, if awarded. Also, include the person's title, telephone number, address and Internet E-mail address.

Jesus Perez is Landscape Maintenance Manager.

(916) - 879-1853

* Attach additional pages if needed

Management:

*President
Corporate Secretary
Financial Advisors
Accounts Receivable/Payable
Construction Management Team
Maintenance Management Team
Supervisors
Foreman
Crew Leaders
Crew Members*

Industry: *Landscape
Construction & Maintenance*

Number of Employees: *111*

Mission: *Provide top notch service in landscape construction and maintenance within the public works and private sectors.*

Business Description: *Dominguez Landscape Services, Inc. specializes in landscape maintenance and construction within the public and private works sectors. We manage from large scale turf and landscape maintenance such as parks, golf courses and entire city streetscapes, to smaller scale projects such as shopping centers and homeowner's associations. We also construct landscape projects that include new parks and streetscapes.*

Company Background: *Dominguez Landscape Services, Inc. has been in the landscape and maintenance business throughout the central valley for the past 31 years. We provide maintenance services for public and private sectors and maintain large-scaled operations as well as landscape construction services throughout the Sacramento region and beyond.*

Products/Services: *Turf and landscape maintenance, landscape construction, weed abatement and control, porter service, erosion control applications, pesticide application.*

Licenses: *Contractors C-27 & General Engineering A No. 560128, State of California Pesticide Applicator QAL 120765, State of California Agricultural Pest Control Business License 30509, Small Business Enterprise Certification DOL5025000P, Various City Business Licenses. Dominguez Landscape Services, Inc. shall obtain and hold all licenses as stated above as well as City of Rocklin business license for the duration of the life of the contract services within the City of Rocklin.*

Authority: *Dominguez Landscape Services, Inc. will adhere to contract documents and maintenance specifications for plant material/turf management, weed abatement and pruning. Crew members will follow all directions and implement proper methods of management and application techniques required under contract documents in the field. Our standards will meet and exceed all document specifications as well as under direction of City of Rocklin personnel.*

EXHIBIT A

ESTIMATED SCHEDULE OF LABOR HOURS PER ZONE & DISTRICT

ZONE 1 - 23 crew members											
Landscape Districts (5 men)											
general landscape services	Mar - Nov	Dec - Feb									
mowing service	weekly	weekly									
irrigation analysis	monthly	monthly									
Monthly Labor Hrs per District	160	120									
Facilities Districts (4 men)											
general landscape services	weekly	weekly									
mowing service	weekly	bi-weekly									
irrigation analysis	monthly	monthly									
Monthly Labor Hrs per District	128	96									
Parks (5 men)											
general landscape services	weekly	weekly									
mowing service	weekly	bi-weekly									
irrigation analysis	monthly	monthly									
Monthly Labor Hrs per District	160	120									
School Districts (3 men)											
general landscape services	weekly	weekly									
mowing service	weekly	bi-weekly									
irrigation analysis	monthly	monthly									
Monthly Labor Hrs per District	96	72									
Estimated Total Monthly Labor Hours (per season, per district)	544	408									
ZONE 2 - 19 crew members											
Landscape Districts (4 men)											
general landscape services	Mar - Nov	Dec - Feb									
mowing service	weekly	weekly									
irrigation analysis	monthly	monthly									
Monthly Labor Hrs per District	128	96									
Facilities Districts (3 men)											
general landscape services	weekly	weekly									
mowing service	weekly	bi-weekly									
irrigation analysis	monthly	monthly									
Monthly Labor Hrs per District	96	72									
Parks (4 men)											
general landscape services	weekly	weekly									
mowing service	weekly	bi-weekly									
irrigation analysis	monthly	monthly									
Monthly Labor Hrs per District	128	96									
School Districts (2 men)											
general landscape services	weekly	weekly									
mowing service	weekly	bi-weekly									
irrigation analysis	monthly	monthly									
Monthly Labor Hrs per District	64	48									
Estimated Total Monthly Labor Hours	416	312									
ZONE 3 - 25 crew members											
Landscape Districts (4 men)											
general landscape services	Mar. - Nov.	Dec. - Feb.									
mowing service	weekly	weekly									
irrigation analysis	monthly	monthly									
Monthly Labor Hrs per District	128	96									
Facilities Districts (2 men)											
general landscape services	weekly	weekly									
mowing service	weekly	bi-weekly									
irrigation analysis	monthly	monthly									
Monthly Labor Hrs per District	64	48									
Parks (2 men)											
general landscape services	weekly	weekly									
mowing service	weekly	bi-weekly									
irrigation analysis	monthly	monthly									
Monthly Labor Hrs per District	64	48									
School Districts (2 men)											
general landscape services	weekly	weekly									
mowing service	weekly	bi-weekly									
irrigation analysis	monthly	monthly									
Monthly Labor Hrs per District	64	48									
Estimated Total Monthly Labor Hours	320	240									

**NOTE - proposed labor hours are estimates only and will not be used for any purposes aside from reference within this proposal only. Upon award of contract, a detailed schedule of hours per district and zone will be furnished.

EXHIBIT B

EXPERIENCE OF STAFF

	OFFICE STAFF	Years at Dominguez Landscape Services, Inc.	Years of Experience in Landscape Industry	Certifications/Title					
1	Perez, Jesus	since 1994	22 years	General Manager					
2	Powers, Gary	since 2009	32 years	Project Manager, Designer, Estimator					
3	Dominguez, Robert	since 1950	64 years	Owner/President					
4	Morales, Crystal	since 2015	1 year	Accounts Payable					
5	El Makari, Enass	since 2014	1 year	Accounts Receivable					
6	Gruniech, Victoria	since 2015	1 year	Payroll Assistant					
7	Corral, Nichole	since 2013	2 year	Payroll Administrator					
	WAREHOUSE PERSONNEL								
8	Diego, Rigoberto	since 1999	16 years	Machanic/Welder					
9	Villanueva-Gonzalez, Alfredo	since 2013	2 years	Welder/ Yard Asst.					
	FIELD PERSONNEL	Years at Dominguez Landscape Services, Inc.	Years of Experience in Landscape Industry	Certifications/Title					
	Supervisors								
10	Juan Rivera	since 2004	11 years	Supervisor/Construction Crew					
11	Aguilera, Eduardo	since 2014	2 years						
12	Aguilera, Jose Luis	since 2014	1 years	Driver					
13	Alvarez, Jose	since 2014	1 years	Driver					
14	Arealo, Rafael	since 2014	1 years						
15	Avina, Ismael	since 2011	4 years	Driver					
16	Baltazar, Esteban	since 2015	1 years						
17	Baltazar, Manuel	since 2012	3 years						
18	Cadenas, Rodrigo	since 2015	1 years						
19	Calderon, Miguel	since 2013	2 years	Driver					
20	Castillo, Juan	since 2015	1 years						
21	Chavez, Maribel	since 2015	1 years						
22	Chavez, Sergio Ramirez	since 2015	1 years						
23	Chines Marque, Jose Raymond	since 2015	1 years						
24	Coronado, Juan	since 2015	1 years	Irrigation Technician/Driver					
25	Cruz-Alanis, Jose	since 2015	1 years						
26	Cruz, Jose Guadalupe	since 2015	1 years	Driver					
27	Dean, James Terry	since 2013	2 years	Irrigation Technician					
28	Delgado, Miguel	since 2014	1 years	Driver					
29	Diego, Juan Jesus	since 2005	10 years	Foreman					
30	Dominguez, Alan	since 2013	2 years	Foreman/Driver					
31	Felipe, Matias	since 2014	1 years						
32	Fonseca, Alfonso	since 2015	1 years						
33	Fonseca, Arturo	since 2011	4 years	Irrigation/Chemical Technician/Driver					
34	Fraga Hernandez, Ruben	since 2008	7 years						
35	Fraga, David	since 2013	2 years	Driver					
36	Francisco, Tomas Felipe	since 2015	5 years						

37	Garcia, Antonio							
38	Garcia, Esbiede	since 2015	1 years		Driver			
39	Garcia-Lopez, Heladio	since 2015	1 years					
40	Garcia-Sanchez, Ramon	since 2013	2 years					
41	Gaxiola, Edith Alberto	since 2015	1 years					
42	Gil-Zamarripa, Jose	since 2015	1 years		Irrigation/Chemical Technician			
43	Gomez, Luis	since 2013	2 years					
44	Gomez, Claudio A.	since 2015	1 years					
45	Gonzalez, Pablo	since 2015	1 years					
46	Guevarra, Medarno	since 2014	1 years					
47	Gutierrez, Pedro	since 2015	1 years					
48	Heredia Alvarado, Miguel	since 2015	1 years					
49	Hernandez Lopez, Francisco	since 2015	1 years					
50	Hernandez-Morales, Enrique	since 2007	8 years		Foreman/Irrigation Technician			
51	Jimenez, Cristobal	since 2006	9 years					
52	Juarez-Ambritz, Marco A	since 2006	9 years		Foreman/Driver			
53	Juarez, Christian	since 2015	5 years					
54	Lopez-Montes, Eduardo	since 2014	1 years					
55	Lopez, Rodolfo	since 2015	1 years					
56	Macias, Oswaldo Ortega	since 2015	1 years					
57	Magallon-Godinez, Oscar M.	since 2015	1 years					
58	Magallon, Oscar M.	since 2015	1 years					
59	Marcial, Armando	since 2005	10 years					
60	Martinez, Cesar	since 2009	6 years		Driver/Construction Driver			
61	Martinez-Quintero, Sergio	since 2014	1 years					
62	Mejia-Gonzalez, Jose L.	since 2012	3 years					
63	Melendrez, Marco A.	since 2015	1 years					
64	Mendez, Javier	since 2015	1 years					
65	Mendez, Johnny E.	since 2014	1 years					
66	Mendez, Juvenito A	since 2014	1 years		Foreman			
67	Montes de Oca, Juan	since 2015	1 years					
68	Moreno, Ricardo	since 2015	1 years		Driver			
69	Moreno, Sergio	since 2015	1 years					
70	Murillo, Luz J	since 2003	12 years		Foreman/Driver			
71	Navarro, Francisco	since 2013	2 years		Driver/Chemical Sprayer			
72	Navarro, Jose Francisco I	since 2013	2 years		Driver			
73	Noyola, Sabino	since 2015	1 years					
74	Ochoa, Gustavo	since 2015	1 years					
75	Ochoa, Jose De Jesus	since 2013	2 years		Driver			
76	Ortiz, Francisco Navarro	since 2013	2 years		Driver			
77	Pedraza, Jose Luis Pina	since 2010	5 years		Irrigation Technician/Driver			
78	Pedro, Victor H.	since 2014	1 years					
79	Perez, Angel Aguilera	since 2015	1 years					

80	Perez, Miguel	since 2013	2 years			
81	Perez, Victor	since 2014	1 years	Driver		
82	Puentes, Jose	since 2015	1 years			
83	Puentes, Zeferino	since 2014	1 years	Driver		
84	Ramirez, Enrique	since 2015	2 years			
85	Ramirez, Filaberto	since 2013	2 years			
86	Ramos, Cristobal D.	since 2014	1 years			
87	Razo, Esteban	since 2013	2 years	Irrigation Technician		
88	Reynoso, Francisco Estevez	since 2009	6 years			
89	Rivas, Marcelino	since 2012	3 years	Driver		
90	Robles, Rafael	since 2015	1 years			
91	Rodriguez-Guerrero, Cesar	since 2011	4 years	Driver		
92	Rodriguez-Montanez, Roberto	since 2015	1 years			
93	Rodriguez, Jose G.	since 2014	1 years	Driver		
94	Rodriguez, Leonel G.	since 2014	1 years	Driver		
95	Rodriguez, Roberto	since 2010	5 years			
96	Rodriguez-Larios, Francisco J.	since 2010	1 years			
97	Romero, Salvador	since 2015	5 years			
98	Romero, Jose Castro	since 2015	1 years			
99	Rosales, Jose Abraham	since 2014	1 years	Driver		
100	Rubio, Joel M.	since 2013	2 years	Irrigation Technician/Driver		
101	Saavedra-Ruiz, Jose	since 2004	11 years	Foreman		
102	Salazar, Roberto	since 2015	1 years			
103	Santander, Juan	since 2015	1 years			
104	Singh, Tej	since 2015	1 years			
105	Torres, Eloy	since 2014	1 years			
106	Velasco, Carlos	since 2003	12 years	Supervisor/Irrigation Technician		
107	Velasco, Jose Lino	since 2003	12 years	Chemical Applicator Technician/Driver		
108	Velasco, Yendiel	since 2005	10 years	Supervisor/Irrigation Technician		
109	Zamudio, Jose	since 2015	1 years	Driver		
110	Zavala, Eliseo Lopez	since 2014	1 years			
111	Zuniga-Reyes, Luis	since 2015	1 years			

EXHIBIT C

EQUIPMENT LIST			
VEHICLES			
	Equipment Type	Make/Model	Quantity
1	dump truck	1982 Chevy 1-Ton	1
2	pick-up truck	1987 Chevy 3/4 - Ton	3
3	dump truck	1987 C-60 Chevy 2-1/2-Ton	1
4	pick-up truck	1987 Chevy S10 1/2 - Ton	1
5	dump truck	1987 C-70 2-1/2 - Ton	1
6	irrigation truck	1988 Toyota 1/2 Ton	1
7	pick-up truck	1989 Chevy 3/4 Ton	1
8	irrigation truck	1989 Toyota P/U 1/2 Ton	1
9	flat bed pick-up truck	1989 Chevy P/U Flat	1
10	pick-up truck	1989 Chevy 1/2-Ton	1
11	pick-up truck	1990 Ford Ranger P/U	1
12	flat bed	1990 Ford F450 Flat Bed Truck 1/2 Ton	1
13	pick-up truck	1991 Mazda P/U 1/2 Ton Ext Cab	1
14	pick-up truck	1991 Ford F250	1
15	pick-up truck	1991 Ford 3/4-Ton F250	1
16	irrigation truck	1991 Ford Ranger 1/2-Ton	1
17	pick-up truck	1991 Ford F250	1
18	company travel vehicle	1997 BMW 740IL	1
19	pick-up truck	1997 Ford F150 1/2 Ton	1
20	pick-up truck	1997 Ford F150 3/4 Ton	1
21	sweeper	1998 Toyota Sweeper	1
22	pick-up truck	1997 Ford F350 4-Dr Crew Cab	1
23	company travel vehicle	1998 Jeep Grand Cherokee Limited	1
24	irrigation truck	1998 Mazda 1/2-Ton	1
25	pick-up truck	1999 Ford F550 Construction Truck 2-Ton	1
26	dump truck	1999 Sterling Dump Truck 3-Ton	1
27	irrigation truck	1999 Sterling Van 3-Ton	1
28	pick-up truck	1999 Ford F350 4-Dr Crew Cab Dually	1
29	pick-up truck	1983 GMC 1 Ton 4-Dr Crew Cab Dually	1
30	flat bed	1989 Ford F350 Flat Bed Truck 1-Ton	1
31	pick-up truck	1988 Chevy 1 Ton 4-Dr Crew Cab Duay	1
32	pick-up truck	2006 Chevy C2500 3/4 - Ton Crew Cab	1
33	pick-up truck	2006 Chevy Silverado C1500 Crew Cab	1
34	pick-up truck	2006 Chevy Silverado C1500 Crew Cab	1
35	pick-up truck	1989 Chevy C3500 1-Ton Crew Crew Cab	1
36	pick-up truck	1992 Chevy C3500 1-Ton Crew Crew Cab	1
37	pick-up truck	1989 Chevy C3500 1-Ton Crew Crew Cab	1
38	pick-up truck	1993 Ford F350 1-Ton Crew Cab	1
39	pick-up truck	2007 Chevy Silverado C1500 Crew Cab	4
40	company travel vehicle	2008 Mercedes Benz E350W	1
41	pick-up truck	1995 Ford F250 Crew Cab	1
42	pick-up truck	1990 Chevy C2500 Pickup Crew Cab	1
43	pick-up truck	2009 Ford Ranger XLT Crew Cab	1
44	pick-up truck	2010 Ford Ranger Crew Cab	4
45	chemical spray rigs	1986 Chevy 3/4 - Ton P/U Chemical Truck	1
46	chemical spray rigs	1987 Toyota 1 1/2 Ton P/U Chemical Truck	1
47	chemical spray rigs	1988 Chevy Chemical Truck 1 Ton	1
48	chemical spray rigs	1988 Chevy 3/4 - Ton P/U Chemical Truck	1
49	chemical spray rigs	1988 Chevy 1/2 - Ton P/U Chemical Truck	1

Reel Mower Sizes: 60"

[illegible]

Rotary Mower Sizes: 72"

Reel Mower Sizes: 60"

TURF LAWN MOWERS			
	Equipment Type	Make/Model	Quantity
1	tractor mower	John Deere 11' TC 1600	1
2	tractor mower	Jacobsen 11'	1
3	riding mower	Jacobsen Turfcut 72"	1
	riding mower	Jacobsen Turfcut 600 25HP	1
4	riding mower	Walker 42" 20 HP	2
5	riding mower	Grasshopper 72"	1
6	riding mower	Toro Z Master 60"	3
7	riding mower	Toro Z Master 72"	7
8	riding mower	Toro Z Master 40"	2
9	riding mower	Jacobson HR15 Tractor Mower	1
	riding mower	Rhino FA713 Finishing mower	1
	riding mower	Jacobsen 1672D Golfcourse Mower	1
10	riding mower	ExMark 60"	1
STAND ON MOWERS			
	Equipment Type	Make/Model	Quantity
1	stand on mower	Wright 40"	1
2	stand on mower	Wright 36"	1
3	stand on mower	Wright 32"	4
WALK-BEHIND MOWERS			
	Equipment Type	Make/Model	Quantity
1	walk-behind mower	SCAG 32"	7
2	walk-behind mower	SCAG 36" Hydro	2
3	push mower	Honda Sensation 21"	3
4	push mower	Toro 21"	3
5	walk-behind mower	Honda 21"	2
6	walk-behind mower	Toro 21" 6 HP/KW	29
7	walk-behind mower	Toro 21" 5.5 Honda	22
8	walk-behind mower	Bunton 72"	1
AERATORS			
	Equipment Type	Make/Model	Quantity
1	aerator	Grasshopper 60"	1
2	aerator	Ryan Textron 36"	1
3	aerator	Ryan Textron 36"	1
4	aerator	Ryan Textron 36"	1
5	aerator	Toro Pro Core 60"	1
6	aerator	2001 Hydraulic aerator	1
BILLY GOAT/SWEEP MOWERS			
	Equipment Type	Make/Model	Quantity
1	high weed mower	Billy Goat High Weed Mower	2
2	vacuum	Billy Goat Vacuum	3

Reel Mower Sizes: 60"

[illegible]

Reel Mower Sizes: 60"

[illegible]



SERVICES INC.

Specialists since 1980

Residential * Commercial * Public Works

Licensed: Class A & C-27

State Contractor's License # 560128

Dominguez Landscape Services Inc. is a landscape Company that maintains high safety requirements. Our Goal is to provide the best landscape services in a very safe environment.

Dominguez Landscape Services Inc., give the proper training to our staff not just to maintain their own safety but also the public's safety. We assure that when we provide our traffic control safety training that the public, staff, & equipment are in a safe condition. In addition, we have OBLIGATORY safety meetings every other week to make sure that all the employees are aware of the safety rules and regulations. We make sure that all the equipment being transported in our trucks are in the perfect condition, and in the proper placing to eliminate any accidents. We have special trucks and trailers that we use to transport big size equipment. We have an in house QAL certified applicator that follows all the pest control and chemical regulation. In addition we have a chemical consultant that oversees our employees and provide us with updated for new State or Federal Rules and regulations. Our trucks, equipment, small tools are checked and maintained every Saturday to make sure that they are in a perfect condition and ready to be operated with no problems. We provide General Liability- \$ 3,000,000, Automobile Liability - \$ 1,000,000. Worker Compensation -1,000,000 to cover any unexpected incidents

We strive to keep our Cities in a beautiful shape in highly safe conditions.

Main Office: 8376 Rovana Circle, Sacramento, CA 95828 * (916) 381-8855 * 1 (800) 479-0222 * Fax (916) 381-4796

Vacaville Branch: 2140 Beechcraft Road, Suite 300, Vacaville, CA 95688 * (707) 448-8010 * Fax (707) 448-8034

Email: dls@dominguezlandscape.net

Mailing Address: PO Box 292727, Sacramento, CA 95829

City of Fairfield Various Neighborhood Parks Landscape Maintenance

Man Power	Men	Hours	Days/ week
Supervisor	1		3
Mowing Crew	3	8	3
Cleaning Crew	1	8	3
Irrigation Crew	1	8	3
Spraying Crew	1	as needed	as needed
Pruning crew	3	two times a year for trees, 3 times a year for Shrubs & Ground	

Equipment & Vehicles

Each crew is going to have a truck and trailer

Z Master Toro 72"

Jacobsen S 11

all necessary power equipment to complete the landscape maintenance

please check equipment list Exhibit C

Fertilization & Pre-emergent

Two times a year for drip irrigation Area

Four times a year for overhead irrigation
Areas

Bark

30 Cyd once a year

Decomposed Granite

35 Cyd once a year in April

Areation Furnish Trees High Weed

Twice a year
25 (15) Gallons per year
Three times a year

DESIGNATION OF SUBCONTRACTORS

Not Applicable

In accordance with Section 8.6 of the General Provisions of the City of Fairfield Standard Specifications and Details for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name, location of the shop or office and license number of each subcontractor who will perform work or labor or render service to the Contractor in or about the landscape maintenance work of the project and that portion of the work to be performed by the subcontractor is as follows:

	<u>Subcontractor's Name and Address</u>	<u>Sub Contr. License Number</u>	<u>Portion of Work or Item(s) of work to be performed</u>	<u>Percent of Total Contract</u>
1.	_____	_____	_____	_____

2.	_____	_____	_____	_____

3.	_____	_____	_____	_____

4.	_____	_____	_____	_____

5.	_____	_____	_____	_____

6.	_____	_____	_____	_____

Note: Attach additional sheets if required.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party
making the foregoing bid.

The bid is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____(date)
at _____ (city), _____(state).

(Date)

(Signature)

NOTE: THIS FORM MUST BE NOTARIZED

NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

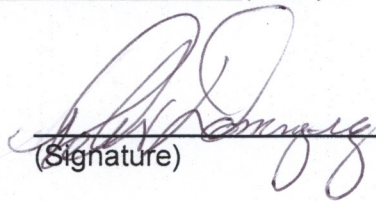
I am the _____ of _____, the party
making the foregoing bid.

The bid is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ (date)
at _____ (city), _____ (state).

Oct 14th 2015
(Date)


(Signature)

NOTE: THIS FORM MUST BE NOTARIZED

**See Attached
Notarial Certificate**

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF Sacramento

On Oct. 19th 2016 before me, Marcus Edward Miller Notary Public,

Date

(here insert name and title of the officer)

personally appeared Robert Dominguez

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: [Signature] (Seal)

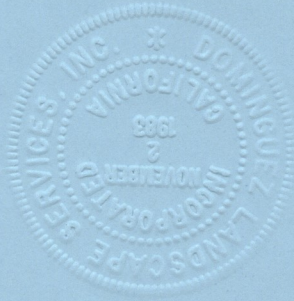
OPTIONAL

Description of Attached Document

Title or Type of Document: Landscape Minitree

Number of Pages: 3

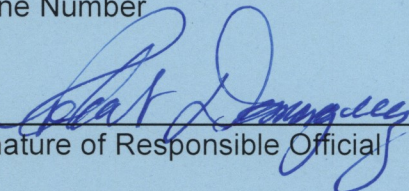
Document Date: 01/01/15 Other: _____



Dominguez Landscape Services Inc
Name of Firm

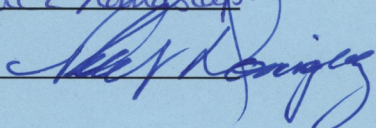
8376 Ravana Circle Sacramento CA
Business Address 95828

(916) 381-8855
Phone Number


Signature of Responsible Official

Contractor's License:
a. Class: General A & C-27
b. Number: 560128
c. Expiration Date: 3/31/2017
d. FEI Number: 68-023-0098

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

President, Secretary &
Treasurer Robert Dominguez
For Dominguez Landscape
Services Inc 



BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

**LANDSCAPE MAINTENANCE OF
VARIOUS NEIGHBORHOOD PARKS**

WHEREAS _____

(Name and address of Bidder)

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of _____

Dollars (\$ _____), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverage's, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Contractor"

"Surety"

By: _____
Title

By: _____
Title

By: _____
Title

By: _____
Title

(Seal)

(Seal)

Note: *This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

**LANDSCAPE MAINTENANCE OF
VARIOUS NEIGHBORHOOD PARKS**

WHEREAS Dominguez Landscape Services, Inc.

8376 Rovana Circle Sacramento, CA 95828

(Name and address of Bidder)

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

American Contractors Indemnity Company

601 S. Figueroa Street #1600 Los Angeles, CA 90017

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of _____

Thirty Nine Thousand Six Hundred and 00/100*

Dollars (\$ 39,600.00), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverage's, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: October 19, 2015

"Contractor"

Dominguez Landscape Services, Inc.

By: _____

Title President

By: _____

Title

"Surety"

American Contractors Indemnity Company

By: _____

Title Attorney-in-Fact

By: _____

Title

(Seal)

(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Sacramento)

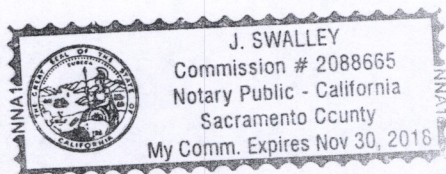
On 10-19-15 before me, J. Swalley, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Shirley Paiva
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature J. Swalley
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Shirley Paiva of Sacramento, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Three Million***** Dollars (\$ **3,000,000.00**).

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:


Daniel P. Aguilar, Vice President

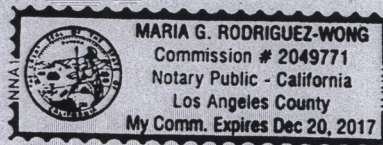
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature  (Seal)

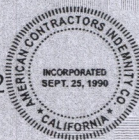



I, Michael Chalekson, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 19th day of October, 2015.

Corporate Seals

Bond No. 1001040009-12
Agency No. 2011




Michael Chalekson, Assistant Secretary